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Suzanne Henderson

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L0204760

AMENDMENT OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TARRANT §

WHEREAS, on October 3, 2005 **Adelaide J. Griffin and husband Harold B. Griffin**, whose address is 4100 Moores Lane, Apt. 230, Texarkana, Texas 75503 (the "**Lessor**"), executed and delivered unto **Dale Resources, L.L.C.**, (the "**Lessee**"), whose address 2100 Ross Ave., Ste. 1870, Dallas, Texas 75201, an Oil, Gas and Mineral Lease (the "**Lease**"). Whereas, on June 19, 2008, Adelaide Griffin, as Independent Executor of the Estate of Adelaide Griffin and Trustee, conveyed to Adelaide Griffin and Harold Brooks Griffin, Jr. by Mineral Deed all of the mineral rights of Adelaide Jones Griffin in and to the 63.508 acres of land described herein, said Mineral Deed being filed under instrument number D208244752 on June 25, 2008 in the Real Property Records of Tarrant County, Texas. Whereas Chesapeake Exploration Limited Partnership, the predecessor in interest to **Chesapeake Exploration L.L.C.**, ("**Chesapeake**") acquired all interest in and to said Lease through the Purchase and Sale Agreement by and between Lessee and Chesapeake dated October 12, 2006. Said agreement covers the lands described below:

63.508 acres of land, more or less, out of the M.T. Johnson Survey, Abstract 863, and the Samuel A. Houston Survey, Abstract 714, Tarrant County, Texas, being more particularly described by metes and bounds in that certain deed dated March 1, 1984, also known as Tract III from Orion Partnership-Palmnold-McMillan Joint Venture, as Grantor to Adelaide Jones Griffin, as Grantee recorded in Volume 7761, Page 1449 of the Deed Records of Tarrant County, Texas.

1.204 acres of land, more or less, being Lot 1 out of the Griffin Subdivision, being more particularly described by metes and bounds in that certain plat dated July 13, 1977, recorded in Volume 388-104, Page 133 of the Plat Records of Tarrant County, Texas.

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WHEREAS, since the execution and delivery of the Lease, it has been discovered that the pooling provision 7 of said Lease is inadequate for the benefit of both parties, and thus, the Lessor and Lessee desire to amend and correct the pooling provision of the Lease in order to more effectively develop the Lands contained with the hereinabove described Lease;

NOW THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the Lessor and Lessee do hereby amend the Lease as follows:

(a) Provision 7 is amended to read as follows:

"In the event the lands covered by this lease are pooled and/or unitized with other lands, then these lands may only be pooled and/or unitized in their entirety and not partially. The size of the unit shall not exceed the minimum size necessary to obtain the maximum production allowable. In the case of a well producing from the Barnett Shale formation, the unit may not exceed 40 acres for a vertical well, and a unit for a horizontal well may include the additional acreage as provided for a proration unit for a horizontal well in Section 6(d) above. Lessee shall file for record in Real Property Records where the land is located, an instrument describing and designating the pooled acreage and depths for the pooled unit, and upon such recordation, the unit shall become effective as to all parties hereto. Lessee may at its election exercise its pooling option before or after commencing operations. In the event of operations for drilling on or production of oil or gas from any part of the pooled unit which includes the land covered by this Lease, the operations or production shall be considered as operations on or production of oil or gas from the land covered by this Lease, whether or not the well is located on the land covered by this Lease. For the purpose of computing the royalties to which owners of royalties payments out of production shall be entitled on production of oil or gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this Lease and included in the unit that prorated portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this Lease and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties shall be computed on the portion of such production whether it be oil and gas, or either of them, so allocated to the land covered by this Lease and included in the unit just as though such production was from the land covered by this Lease. **Provided however, notwithstanding any other provision in this lease, in the event Lessee plans to drill two or more laterals, in one or more wells, Lessee may form a unit for Horizontal Barnett wells consisting of up**

to 320 acres, plus a 10 acre variance, provided all Lessor's land covered by this lease is included in the unit."

(b) The Lessor does by these presents ratify, confirm and adopt the Lease and the addendum thereto as amended hereby, and do further grant, let, lease and demise unto the Lessee all of the land described therein, together with all rights thereunder, under the same terms and conditions contained in the original lease, except as herein amended.

Executed by each party on the date set forth in their respective acknowledgments below, but effective for all purposes as of the date such instrument is filed for recording in the office of the county clerk.

Lessor:

Harold B. Griffin

By:


Adelaide Griffin, attorney in fact


Adelaide Griffin


Harold Brooks Griffin, Jr.

Lessee:

**Chesapeake Exploration L.L.C.,
An Oklahoma limited liability company**

By:

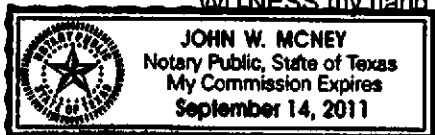

Henry J. Hood, Sr. Vice President – Land and Legal & General Counsel

ACKNOWLEDGMENT

STATE OF TEXAS)
) ss.
COUNTY OF DENTON)

This instrument was acknowledged before me on this 7 day of August, 2008 by Adelaide Griffin individually and as attorney in fact for Harold B. Griffin, and in the capacities stated.

WITNESS my hand and official seal.



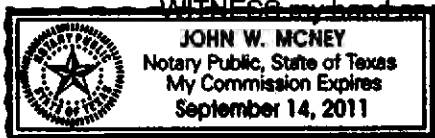
John W McNeely
Notary Public in and for the State of Texas

My Commission Expires: September 14, 2011

STATE OF TEXAS)
) ss.
COUNTY OF KAUFMAN)

This instrument was acknowledged before me on this 7 day of August, 2008 by Harold Brooks Griffin, Jr.

WITNESS my hand and official seal.



John W McNeely
Notary Public in and for the State of Texas

My Commission Expires: September 14, 2011

ACKNOWLEDGMENT

STATE OF OKLAHOMA

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COUNTY OF OKLAHOMA

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Before me, the undersigned, a Notary Public in and for said County and State, on this 12th day of June, 2008, personally appeared Henry J. Hood, Senior Vice President - Land and Legal & General Counsel of **Chesapeake Exploration L.L.C.**, an Oklahoma Limited Liability Company, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



Notary Public

My Commission Expires: _____

My Commission Number: _____



Record & Return to:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154